

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000  
FACSIMILE: 1-212-558-3588  
WWW.SULLCROM.COM

*125 Broad Street*  
*New York, NY 10004-2498*

LOS ANGELES • PALO ALTO • WASHINGTON, D.C.

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July 28, 2005

By Federal Express

Jacob B. Perkinson,  
Johnson & Perkinson,  
1690 Williston Road,  
South Burlington, Vermont 05403.

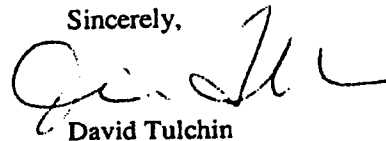
Re: *Cheeseman v. Microsoft Corp.*, No. 1:00-cv-01269-JFM (D. Md.)

Dear Mr. Perkinson:

As you know, Section II.K of the Settlement Agreement in *Elkins v. Microsoft Corp.*, No. 165-4-01 Wmcv (Vt. Super. Ct.), provides that "upon final approval of this settlement, Counsel for the Vermont Settlement Class and Microsoft shall join in seeking dismissal pursuant to Federal Rule of Civil Procedure 41(a) of *Cheeseman v. Microsoft Corp.*, pending in the U.S. District Court for Maryland . . . ." On April 27, 2005, the court in *Elkins* approved the settlement and entered a final judgment dismissing the action with prejudice. Under Rule 4 of the Vermont Rules of Appellate Procedure, the time to appeal or to seek permission to appeal from that final judgment has ended, and -- to my knowledge -- no appeal has been taken.

In accordance with the terms of Settlement Agreement, I am enclosing a proposed stipulation for the dismissal of the *Cheeseman* action with prejudice. Please sign and return it to me.

Sincerely,



David Tulchin

(Enclosure)

cc: Robert B. Luce